



City of Adel Block Party and Street Closure Permit Application

Event Name	
Date(s) of the Event	

CONTACT INFORMATION

Sponsor / Contact	
Address	
City	
State	
Zip Code	
Day Phone Number	
Cell Phone Number	
Email Address	

TIME OF EVENT

Event Set-up Time	
Event Start Time	
Event End Time	
Event Cleanup Time	

EVENT INFORMATION

Event Description <i>Please attach a map of the specific area to be used and the street(s) to be blocked off. Except in very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection.</i>	
Estimated Attendance?	
Will Alcohol be Served? <i>No alcohol may be kept or consumed on the street. It must be on private property.</i>	YES / NO
Will you be using amplified sound? <i>If yes, a sound permit application is required along with applicable fees.</i>	YES / NO
Consent from residents? <i>90% of the residents in the area, including any listing agent with a home for sale, must be in favor of and / or approve the request.</i>	YES / NO

DEPOSIT: \$100.00 *This deposit will be refunded if the block party area is fully cleaned up after the party and the barricades are returned in satisfactory condition.*



City of Adel Hold Harmless Agreement

WHEREAS, the City of Adel, Iowa (City) owns certain real property and public right-of-way which are under the direction and control of the Adel City Council.

WHEREAS, (the "Organization") desires to use and occupy certain property containing the facilities and grounds at, _____ (Location)

WHEREAS, the City is willing to grant to the Organization the right to use and occupy the location provided the City, its officers, employees and agents, (collectively called "City") are held harmless.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City and the Organization agree as follows:

1. The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the _____ day of _____, 20__, and ending on the _____ day of _____, 20__, for the purpose of the Organization activities.
2. To the extent permitted by law, the Organization shall defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omission, negligence, or willful misconduct on the part of the Organization, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the City for all legal fees, expenses, and cost incurred by it.
3. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Iowa law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Iowa law.
4. This Agreement shall be governed exclusively by the laws of Iowa, without regard to conflict of law provisions.
5. Any lawsuit or legal proceedings arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in federal and state courts of Iowa. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives that right to challenge this jurisdiction and/or venue as improper

or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Dated this _____ day of _____, 20____.

By _____
City Clerk

By _____
Organization Representative

